

ALVORD AND ALVORD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

15767-A
AUG 9 1995 3:00 PM

August 9, 1995

Mr. Vernon A. Williams
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) copies of a Release and Termination of Security Interest, dated as of August 9, 1995. a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Security Agreement duly filed with the Commission under Recordation Number 15767.

The names and addresses of the parties to the enclosed document are:

Secured Party: The Boatmen's National Bank of St. Louis
800 Market Street
St. Louis, Missouri 63101

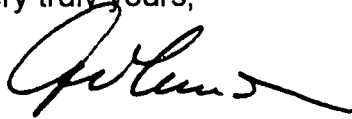
A description of the railroad equipment covered by the enclosed document is attached as Exhibit B to the Release.

Mr. Vernon A. Williams
August 9, 1995
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Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/bg
Enclosures

RECORDATION NO. 15767-A
FILED 1995

RELEASE AND TERMINATION OF SECURITY INTEREST
AUG 7 1995 3 PM

WHEREAS, ACF INDUSTRIES, INCORPORATED (the "Debtor") and THE BOATMEN'S NATIONAL BANK OF ST. LOUIS, a national banking association (the "Secured Party") executed that certain Security Agreement (Assignment) dated as of December 18, 1986 (the "1986 Security Agreement") and that certain Security Agreement (Assignment) dated as of August 3, 1988 (the "1988 Security Agreement"), pursuant to which the Debtor granted to the Secured Party a security interest in certain railroad cars, related leases and related lease proceeds, to secure certain loans made to Debtor;

WHEREAS, the 1986 Security Agreement was recorded with the Interstate Commerce Commission ("ICC") on December 30, 1986, Recordation No. 15139;

WHEREAS, the 1988 Security Agreement was recorded with the ICC on August 4, 1988, Recordation No. 15767;

WHEREAS, the Debtor and Secured Party are parties to a Security Agreement (Assignment), of even date herewith (the "1995 Security Agreement"), pursuant to which Debtor granted to Secured Party a security interest in certain railroad cars, related leases and related lease proceeds, including but not limited to those covered by the 1986 Security Agreement and the 1988 Security Agreement;

WHEREAS, the Debtor has requested the Secured Party to release from the lien created by the 1986 Security Agreement and the 1988 Security Agreement all of the railcars and related leases subject thereto, and, in consideration of the Debtor's delivery, and the impending recording with the ICC, of the 1995 Security Agreement, the Secured Party has agreed to such release;


NOW, THEREFORE, the Secured Party hereby agrees as follows:

The Secured Party hereby (i) sells, assigns and transfers to the Debtor and (ii) releases and terminates its security interest in, and all its right, title and interest, in and to the following, but only to the extent of such security interest and right, title and interest of Secured Party arising out of the 1986 Security Agreement and the 1988 Security Agreement (and without effect on Secured Party's security interest and right, title and interest in the following arising out of the 1995 Security Agreement): (A) all of the Equipment (as defined in the 1986 Security Agreement and the 1988 Security Agreement) including, without limitation, all of the railroad cars listed on Schedule A of the 1986 Security Agreement and all of the railroad cars listed on Schedule A of the 1988 Security Agreement, copies of which are attached hereto as Exhibits A and B, respectively (collectively, the "Railcars"); (B) all right, title and interest of the Debtor in and to each and every present and future lease or any one or more unit of Equipment and all other contracts for use of any one or more units of the Equipment, including, without limitation, all extensions, renewals, supplements and modifications of any of the foregoing (the "Leases"); and (C) all rents, moneys and proceeds payable to or receivable by the Debtor with respect to any Lease or other agreement existing as of the date hereof or entered into in the future with respect to any of the Equipment (the "Lease Proceeds").

The above-referenced sale, assignment and transfer from the Secured Party to the Debtor is made without representation or warranty of any kind or nature including, without limitation, any warranty of title, merchantability or fitness of the Equipment for any particular purpose.

IN WITNESS WHEREOF, the undersigned has caused this Release and Termination of Security Interest to be duly executed as of the 9th day of August, 1995.

THE BOATMEN'S NATIONAL BANK OF ST. LOUIS, a national banking association

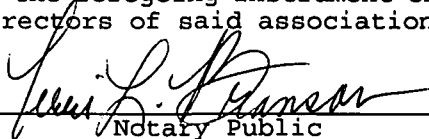
By: 
Name: Steven R. Powell
Title: Vice President

STATE OF MISSOURI)

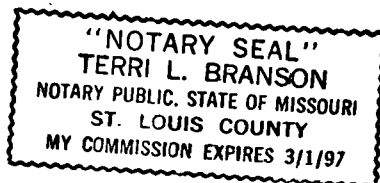
) ss:

CITY OF ST. LOUIS)

On this 8th day of August, 1995, before me personally came Steven R. Powell, to me known, who being to me duly sworn, did depose and say that he is a Vice President of THE BOATMEN'S NATIONAL BANK OF ST. LOUIS, a national banking association and that he signed his name to the foregoing instrument on such date pursuant as authorized by the board of directors of said association.


Notary Public

My Commission Expires:



SCHEDULE A
(THE EQUIPMENT)ACF INDUSTRIES, INCORPORATED

<u>CAR COUNT</u>	<u>CAR NUMBERS</u>	<u>AAR DESIGNATION</u>
65	39243 - 39307	C214
21	39585 - 39605	C614
11	39682 - 39692	C214
25	51271 - 51295	C614
10	71264 - 71273	T106
39	71274 - 71312	T108
5	71440 - 71444	T105
5	71446 - 71450	T105
1	71457	T105
3	71563 - 71565	T105
21	77256 - 77276	T545
2	77279 - 77280	T545
<hr/> 208	Total	

SCHEDULE A
(THE EQUIPMENT)
ACF INDUSTRIES, INCORPORATED

<u>CAR COUNT</u>	<u>CONSECUTIVE CAR NUMBERS</u>	<u>AAR DESIGNATIONS</u>
2	41133 - 41134	C214
4	64899 - 64902	C214
2	64905 - 64906	C214
1	64908 -	C214
10	64910 - 64919	C214
7	64921 - 64927	C214
2	64929 - 64930	C214
11	64932 - 64942	C214
1	64944	C214
1	64946 -	C214
2	64948 - 64949	C214
1	64952 -	C214
4	64954 - 64957	C214
1	64959	C214
30	65061 - 65090	C214
30	65199 - 65228	C214
1	65239	C214
2	65248 - 65249	C214
2	65256 - 65257	C214
1	65260	C214
1	65266	C214
1	65273	C214
3	65278 - 65280	C214
2	65282 - 65283	C214
2	65288 - 65289	C214
2	65291 - 65292	C214
1	65294	C214
32	65297 - 65328	C214
6	65351 - 65356	C214
2	51641 - 51642	C614
5	51643 - 51647	C614
12	72354 - 72365	T055
8	72367 - 72374	T055
1	72375	T105
9	72376 - 72384	T105
4	72459 - 72462	T105
6	72506 - 72511	T105
2	72390 - 72391	T106
5	72393 - 72397	T106
4	72399 - 72402	T106
7	72404 - 72410	T106
3	72167 - 72169	T108
1	72171	T108
1	72170	T108
1	72172	T108
1	72278	T108
1	72449	T108
1	72450	T108
6	77361 - 77366	T426
1	77353	T564
1	77356	T564
<u>247</u>	<u>TOTAL</u>	